925.

SUPREME COURT OF THE UNITED STATES.

No. 148.

ISAAC BROWN, APP'T,

vs.

JOSEPH P. SHANNON AND AL.

APPEAL FROM THE CIRCUIT COURT OF THE UNITED STATES FOR THE DISTRICT OF MARYLAND.

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THE UNITED STATES OF AMERICA,
District of Maryland, to wit:

At a circuit court of the United States for the fourth circuit in and for the Maryland district, begun and held at the city of Baltimore, on the first Monday in November, in the year of our Lord one thousand eight hundred and fifty-four:

Present, the honorable R. B. Taney, Chief Justice of the Supreme Court of the United States; William F. Giles, judge of Maryland district; William M. Addison, esquire, attorney; John W. Watkins, esquire, marshal; Thomas Spicer, clerk—

Among other were the following proceedings, to wit:

JOSEPH P. SHANNON, SAMUEL READY,
Hugh D. Gelston, Matthews,
Alfred Lapouraille, Wm. W. Maughlin,
John T. Griffss, Ammon Cate,
vs.
ISAAC BROWN.

Be it remembered, that heretofore, to wit, on the tenth day of October, in the year of our Lord one thousand eight hundred and fifty-three, the said Joseph P. Shannon, Samuel Ready, Hugh D. Gelston, Matthews, Alfred Lapouraille, William W. Maughlin, John T. Griffiss, and Ammon Cate, by John H. B. Latrobe, their solicitor, filed in the circuit court here their bill of complaint against the said Isaac Brown, in the words and of the tenor following, to wit:

To the honorable the judges of the circuit court of the United States in and for the Maryland district, in equity:

Humbly complaining, shew unto your honors, your orators, Joseph P. Shannon and Samuel Ready, partners, carrying on the business of a planing mill, under the firm of Joseph P. Shannon and Company; Hugh D. Gilston and Thomas H. Mathews, partners in a similar business, under the firm of Gelston and Matthews; Alfred Lapouraille and William W. Maughlin, partners in a similar business, under the firm of Lapouraille and Maughlin; and John T. Griffiss and Ammon Cate, also partners in a similar business, under the firm of Griffiss and *and* Cate, and the parties herein named being all citizens of the State of Maryland, and residents of the city of Baltimore:

That, on the 19th day of January, 1853, your orators, Joseph P. Shannon and Company, Gelston and Matthews, and Lapouraille and Maughlin, were by regular assignment in due form of law en-

titled to the exclusive enjoyment in the State of Maryland, east of the Blue Ridge, of the rights originally, by letters patent of the United States, dated on the 29th December, 1828, granted to William Woodworth for a new and useful improvement in the method of planing, tongueing and grooving, &c., &c., which letters patent were extended for the term of seven years from the expiration of the original term, on the application of William W. Woodworth, administrator of the patentee, under the provisions of the 18th section of the act of Congress of July 4, 1836, relating to patents, and were afterwards further extended for an additional term of seven years, to expire on the 29th December, 1856, as by a special act of Congress, passed on the 25th Feb'y, 1845. That all this was well known to one Isaac Brown, also a resident of the city of Baltimore, the defendant in this suit, who for a long time prior to the said 19th January, 1853, had been engaged in litigating the pretensions of, for his claiming under, the Woodworth patent—that being the name by which the invention already set forth was commonly known, and against whom, to wit, said Isaac Brown, suits at law and in equity had recently been pending in this honorable court for alleged infractions of said letters patent.

That said suits had been terminated by agreement with the said Brown, whereby he had consented to account for his use of the said invention in the establishment carried on by him in the city of Baltimore. That in the execution of this agreement difficulties had arisen, which were finally, as was supposed, settled on the said 19th day of January last, by an agreement between your orators, Joseph P. Shannon and Company, Gelston and Matthews, and Lapouraille and Maughlin, of the one part, and the said Isaac Brown of the other part, a copy whereof is hereto annexed, marked exhibit A, and which it is prayed may be taken as part of this bill of complaint: your orators holding themselves at all times in readiness to produce the original of said agreement when it may become necessary so to do. And your orators say that it was the object of the parties of the first part to said agreement, in the execution thereof to obtain from the said Brown a full recognition of the Woodworth patent, so as to put an end to all further litigation thereof on his part, and that the said Brown fully understood said object, fully recognised, or led the said parties of the first part to said agreement to believe that he recognized, the validity of the said Woodworth patent, and agreed to lend his aid to prosecute all infringements of the same to the prejudice of said parties of the first part, counselling to that end with the solicitor who had before been employed against him, and entering fully, as it appeared, and as in good faith he was bound to do, into the interest of the Woodsworth assignees.

That your orators further shew that the said Isaac Brown was, at this time, carrying on an establishment for planing, &c., in the city of Baltimore, in which establishment he was using machines

which were substantially, in principle and mode of operation, the machines described in the said letters patent, and which were the machines the use of which was intended to be authorised by the said agreement of the 19th January, 1853, and that the establishment containing them was the establishment used or carried on by the said Brown, and which it was intended to recognize and authorize in and by the said last-mentioned agreement.

And your orators further state, that although the agreement aforesaid refers to the Emmons patent for a planing machine, yet that such patent was one, the validity of which they, the parties of the first part to the said agreement, had denied; that the machine which they the said parties used at the time of agreement was the Woodworth machine, and not the Emmons machine; that the right to use it was of no value to them, and formed no part of the consideration of said agreement, and that the said Brown well knew that such was the fact.

And your orators further say, that the said Brown did, on the 15th day of June, in the year 1853, by an instrument of writing, a copy of which is hereto annexed, marked exhibit B, and which it is prayed may be taken as a part of this bill of complaint, and which instrument was appended to and made part of this paper, containing the agreement of the 19th January, 1853, aforesaid, assign to your orators, Griffiss and Cate, all his right to use the said Woodworth machines derived under said agreement, in consideration of the sum of $1,500, as will appear by reference to the said assignment, the original of which your orators hold themselves ready to produce whenever it may become necessary.

And your orators further state, that at the time of making said assignment, the said Brown well knew that the consideration money the said Griffiss and Cate in the payment of the said sum of money, was the right to use the Woodworth machines, so called and so understood to be the invention of William Woodworth in public estimation, and not to acquire a right to use the Emmons patent, and for which the said Griffiss and Cate never would have paid a dollar. That, in other words, it was the agreement of the 19th January alone, in the right which it gave to use the Woodworth machines, which enabled said Brown to obtain from the said Griffiss and Cate the sum of $1,500 aforesaid.

And your orators further state, that the parties to the agreement of the 19th January, 1853, of the first part, were not advised by the said Brown of the said assignment to your orators, Griffiss and Cate, until the latter were applied to for the purpose of putting an end to a supposed infringement of the said letters patent granted to William Woodworth, which was soon after the date of said assignment, and when the said Griffiss and Cate were using the Woodworth machine in a different establishment from that occupied by the said Brown.

And your orators further charge, that the said assignment to

the said Griffiss and Cate, and the commencement by them of the business of planing, &c., in an establishment different from that occupied by the said Brown, depriving the said Brown of the right to use the said Woodworth planing machines in the establishment heretofore occupied by him, or in any other establishment, and made him, so far as said machines used by him were concerned, a wrongdoer.

And your orators charge, that the said Brown, notwithstanding his assignment to your orators, the said Griffiss and Cate, continues to use the said Woodworth planing machines, as though the said assignment had not been made.

And your orators charge, that such use is not only a wrong, looking upon the said Brown as a stranger using a patented invention without a license, and as such liable to be restrained by a court of equity; but that it is a fraud upon both the parties of the first part to the agreement of the 19th January, 1853, and upon your orators, Griffiss and Cate.

That *is* was the purpose of the parties to the agreement of the 19th January, to limit the use of the Woodworth machine and of the Emmons machine, so far as that right was to be used, to but four establishments in the city of Baltimore, and to a limited number of machines even in that event—such restriction being the means employed by the parties holding the patent right to enable them to realise, in the shape of profits on the work done by them, the value thereof; and that, to do any act which either directly or indirectly tended to multiply either the number of the establishments for planing, &c., or of the machines used therein, was and is a violation of the agreement, and a fraud upon the parties affected by such violation, and that, therefore, while your orators recognize the right of said Brown to substitute said Griffiss and Cate in his place, yet that the said continuation of the business himself at a different establishment is in direct violation of the contract of the 19th January, from the binding operation of which *of which* he is not able to withdraw himself.

And your orators, Griffiss and Cate, expressly charge that the use by said Brown of the Woodworth planing machine in his present establishment is a fraud upon them.

That they would willingly have bought the right to use three of the said machines in one establishment, and that said Brown endeavored to obtain such right from Messrs. Shannon and Ready and others, parties to the agreement of the 19th January; but having, as was understood, failed to do so, sold them his entire right to use 5 machines in one establishment, leading said Griffiss and Cate, they would have been one firm out of four authorized to use said machines in place of being one firm out of five, or one establishment out of five.

And your orators therefore respectfully state, that they are advised that this is a case in which they can only have relief in a court of equity, adequate to the wrong sustained by them, inasmuch

as your orators are advised and believe that the said Brown is utterly irresponsible, and would be unable to respond in damages should your orators attempt to prosecute him at law for the wrong that has been done to them.

And your orators are further advised, that the misconduct of the said Brown in the premises is a fraud upon the parties to the agreement of the 19th January, as well as upon the parties to the agreement of the 15th June, 1853, which it is the peculiar province of a court of equity to restrain.

Wherefore, your orators pray your honors for relief in the premises. To the end, therefore, that the said defendant may, if he can, shew why your orators should not have the relief prayed, and may, upon his corporal oath and according to the best and utmost of his knowledge, remembrance, information, and belief, full, true, direct, and perfect answer make to such of the several interrogatories hereinafter numbered and set forth as by the note hereunder written he is required to answer, that is to say:

1. Whether he did not execute the agreement hereto annexed, marked exhibit A.

2. Whether there had not been a previous agreement between him and the same parties, whereby he was permitted to use the Woodworth planing machine, so called, upon an understanding that the parties to said agreement were mutually to account for the earnings of the machines used by them respectively.

3. Whether as a consequence of said agreement, the suit on the law side of this court was not stricken off, and the bill filed on the equity side against the said Brown for infringement of the so-called Woodworth patent, dismissed.

4. Whether it was not understood between him and the parties to the said agreement that he was to aid in prosecuting for the infringement of the Woodworth patent, giving such assistance to the counsel employed for the patentees as it was in his power to give.

5. Whether he did not accordingly counsel and advise with the said counsel in regard to the prosecution of infringements of said patent.

6. Whether he did not advise a bill in equity against Henry Herring, then using the said Woodworth patent, and suggest him as the first party proper to be sued.

7. Whether the said Herring was not a defendant previously, and at the same time the said Brown was a defendant of suits brought for the infringement of said patent.

8. Whether he did not describe to the counsel aforesaid the particularities of the said Herring's machines, showing how they had been altered from other machines, so as to bring them within the Woodworth patent, so called, and make them infringe the same.

9. Whether the establishment carried on by him at the time he made the agreement of the 19th January, 1853, was not at the

corner of Eden street and the Eastern Avenue, in the city of Baltimore.

10. Whether he did not, at the time of said agreement, use in said establishment three planing machines of the kind known as the Woodworth patent.

11. Whether he did not use, at the time of said agreement, three machines in his said establishmeut, having stationary planes, cutting upwards in their rotation in combination with rollers pressing down, and forwarding the board in a direction contrary to the motion of the planes or knives.

12. Whether he did not execute the agreement with John T. Griffiss and Ammon Cate, a copy of which is made and exhibit to this bill of complaint.

13. Whether the said Griffiss and Cate do not carry on the business of planing boards, &c., at the establishment formerly occupied by Henry Herring, on East Falls Avenue, in the city of Baltimore.

14. Whether the machines used by said Griffiss and Cate are not those which are called the Woodworth patent, and similar to the machines used by Joseph T. Shannon & Co., Gelston & Matthews, and Lapouraille and Maughlin.

15. Whether he did not apply to the parties of the first part to the agreement of January 19 for a right to sell three machines to be run in one establishment, reserving the right to run two in another; and whether this was not for the of selling the divided right to said Griffiss and Cate, and whether said parties did not refuse the same, wherefore the said Brown sold his entire interest to the said Griffiss and Cate.

And to the end that the said Isaac Brown may be enjoined from using or permitting to be used the planing machines or machinery for planing, tongueing, and grooving, now in his establishment at the corner of Eden street and Eastern Avenue, in the said city, either by himself, or by his agents, servants, or assigns; and that all his agents or servants may be in like manner enjoined from using said machines or any of them, and that the said Isaac Brown may render a full, true, and perfect account of all the work and the profits thereof done by him in said establishment, with said machines, or any of them, since the 15th day of January, 1853, and that he may be decreed to pay over to your orators the profits made by him on said work, and for such other and further relief as to your honors may seem proper in the premises: May it please your honors to grant to your orators, the writ of injunction to the said Isaac Brown, his agents, servants, and workmen in and about the planing establishment at the corner of Eden street and Eastern Avenue aforesaid, commanding and enjoining him and them from using or permitting to be used by others the planing, and planing, tongueing, and grooving machines now being in the said establishment, and also the writ of subpœna to the said Isaac Brown directed,

commanding him by a certain day and under a certain penalty to be and appear before your honors to answer the premises, and to abide by such order and decree as may be passed therein.

JOHN H. B. LATROBE,
For Compl'ts.

The defendant is required to answer the interrogatories in the foregoing bill from No. 1 to No. 15, both inclusive.

JNO. H. B. LATROBE,
Complts' Sol'r.

UNITED STATES OF AMERICA,
State of Maryland, city of Baltimore, to wit:

Be it remembered that on this twenty-eighth day of September, 1853, before the subscriber, a commissioner of the United States, personally appeared Joseph P. Shannon, Samuel Ready, Hugh D. Gelston, Thomas H. Matthews, Alfred P. Lapouraille, William W. Maughlin, John T. Griffiss, and Ammon Cate, and made oath according to law that the matters and things set forth in the foregoing bill of complaint are just and true to the best of their knowledge, information and belief.

JOHN HANAN,
U. S. Comm'r for Md.

Exhibit A.

This agreement, made this 19th January, 1853, between J. P. Shannon & Co., Gelston & Matthews, Lapouraille and Maughlin of the one part, and Isaac Brown of the other part, witnesseth: that for the mutual advantage to accrue to said four parties, it has been mutually agreed that each of said four parties shall have the right to use the Woodworth patent for planing, tongueing, and grooving lumber in Maryland east of the Blue Ridge, at any one establishment in said part of the said State of Maryland, not exceeding five of the machines at any one of their establishments—neither one of said firms to have a greater right under this agreement than said Brown.

And further it has been agreed that each of said four parties shall have the right to the use or privilege of the Emmons patent for planing, tongueing and grooving of lumber within said limits in Maryland as aforesaid. And further it has been agreed between said four parties, that in case it shall be necessary to institute suit or suits (three of which four parties shall be obliged to concur in the necessity so to sue) for the protection of their rights under this agreement, and under said patent, that each of said four parties shall pay one-fourth of the costs and counsel fees thereof, and share in that proportion any benefits derived from said suits; but in case either of said four parties shall fail to pay his quota of the expense on three days no-

tice by said three parties instituting such suits, then from thenceforth such party in default shall pay to the three other parties whilst so in default two dollars per thousand for each and every thousand feet of lumber planed. And this agreement further witnesses, that any suits in Baltimore already commenced for the protection of the Woodworth patent, each party hereto shall pay ¼ the counsel fees and costs thereof, the said Brown acquiring his right to the use of Woodworth patent from rights of the parties of the first part, and the said parties of the first part acquiring from said Brown the right of the Emmons patent under his right thereto. In case of death of either of said parties, or assignment by either of the said parties, the representatives of said parties hereto, to have the same right under this agreement as though no assignments or deaths had intervened, each party hereto to be entitled to ¼ benefits of all licenses granted for the use of said patent right, and in the same proportion for all licenses hereafter granted.

J. P. SHANNON & CO.,
GELSTON & MATTHEWS,
LAPOURAILLE & MAUGHLIN,
ISAAC BROWN.

Witness, C. H. DUNBAR.

Exhibit B.

For and in consideration of the sum of fifteen hundred dollars lawful money, to me in hand paid by John J. Griffiss and Ammon Cate, co-partners, trading under the name and style of Griffiss and Cate, the receipt whereof is hereby acknowledged, I, Isaac Brown, do hereby bargain and sell, assign and transfer, to the said John J. Griffiss and Ammon Cate, co-partners as aforesaid, all my right to use the Woodworth patent for planing, tongueing, and grooving, and also the right to use the Emmons patent for planing, tongueing, and grooving, which right I have to use the said Woodworth patent, as well as my assigns, under certain articles of agreement made between Joseph P. Shannon and Company, Gelston and Matthews, Lapouraille and Maughlin of the one part, and me, the said Isaac Brown, of the other part, the right to use the said Emmons patent, I as well as my assigns derive from the administrator of William Emmons.

The articles of agreement above referred to, are dated on the nineteenth day of January, eighteen hundred and fifty-three. And I do hereby further bargain and sell, assign and transfer unto the said John J. Griffiss and Ammon Cate, co-partners aforesaid, all my rights, privileges, interests, and advantages of every sort, kind, and description, which I have under said articles of agreement, to every intent and purpose whatever, and which said articles of agreement are hereto annexed.

In witness whereof, I hereunto set my hand and affix my seal, on this fifteenth day of June, eighteen hundred and fifty-three.

ISAAC BROWN, [SEAL.]

Signed, sealed, and delivered in the presence of—
HENRY DUFF.

On the same day the Honorable William F. Giles, judge of the United States in and for the Maryland district, made and passed the following order, to wit:

Order.

IN THE CIRCUIT COURT OF THE UNITED STATES,
For the Maryland district.

JOSEPH P. SHANNON and others
v.
ISAAC BROWN.

Ordered this 1st day of October, 1853, that the motion for an injunction in this case stand for hearing on Saturday the 8th day of October instant, at 10 o'clock in the forenoon, provided a copy of this order be served on the defendant on or before the 5th day of October inst.

WILLIAM F. GILES,
District Judge.

Exceptions to the bill.

IN THE CIRCUIT COURT OF THE UNITED STATES,
In and for the Fourth Circuit and District of Maryland.

JOSEPH P. SHANNON and others
vs.
ISAAC BROWN.

Exceptions taken by the defendant to the sufficiency of the averments of the bill of the complainants.

1. For that whereas it is required by the exigency of the 20th rule, promulged by the Supreme Court of the United States, for the practice of the circuit court of the United States, in suits in equity, that every bill shall contain the names, places of abode, and citizenship of all the parties, plaintiffs, and defendants by and against whom the bill is brought; yet it is not stated or shown, in and by the said bill, what are the places of abode or citizenship of the complainants, or of the defendant, or of any of them.

2. For that the said bill is multifarious in this, to wit, that the

said complainants (other than said Griffiss and Cate) ground their bill on their assumed title, as alleged owners of the Woodworth patent, as it is called, for a particular territory; and the said Griffiss and Cate ground their asserted title on the supposed violation by the defendant of the particular contract with them, set forth in an exhibit to said bill, and which said contract does not clothe them with any right, fractional or territorial, in or under said patent, so that the claims of said other complainants, and the claims of said Griffiss and Cate, are not homogeneous, but are several and distinct and diverse.

3. For that the said complainants, or some of them, assume the attitude and character of assignees of an alleged Woodworth patent, and yet have not shown said patent, as a part of their bill, nor shown any title in themselves by any assignment in writing, or otherwise exhibited a title to maintain a suit in this honorable court against this defendant.

4. That no sufficient facts are stated in the said bill to show that the case is within the jurisdiction of this honorable court.

WM. SCHLEY,
Solcr. for Respondent.

Order.

The within exceptions, by agreement of counsel, were considered as of the same effect as a formal demurrer to the bill. The exceptions being considered as the grounds of demurrer, by consent the complainant amended his bill, by stating the citizenship or place of abode of the parties.

On agreement, the exceptions were overruled by me as district judge, and the defendant was required to answer the bill. This entry is made in order that the defendant may have the benefit of objections that may exist to the ruling by me in this behalf.

WILLIAM F. GILES.

October 25th, 1853.

Answer.

The answer of Isaac Brown, the defendant, to the bill of Joseph P. Shannon, Samuel Ready, Hugh D. Gelston, Thomas H. Matthews, Alfred L. Lapouraille, and William W. Maughlin, in the circuit court of the United States in and for the fourth circuit and district of Maryland:

This respondent, now and at all times hereafter saving and reserving to himself all and all manner of benefit and advantage of exception that may or can be had or taken to the manifold errors, uncertainties and imperfections of said bill, nevertheless, for answer to the same, or to such parts thereof as he is advised it is necessary or material for him to answer unto, answers and says, that as early

as the year 1846 a bill in equity was exhibited in this honorable court by one James G. Wilson and one George Wadsworth, claiming to be assignees of the Woodworth patent, charging that this respondent (who was the defendant in that case) was infringing said patent, and praying that this respondent might be enjoined from using the machines then used by this respondent; that this respondent, the only defendant thereto, answered the said bill, and amongst other things denied that the patent dated 8 July, 1845, was for the same invention which was intended to be secured by the patent of the 27th day of December, 1828, and denied that said William Woodworth was the inventor of the improvement claimed as his in the amended specification annexed to the said patent of the 8th July, 1845; that in the progress of said cause, issues were applied for by this respondent, and issues were framed by the said court, and which were sent to the same court, as a court of law, to be tried by a jury; that one of the said issues presented the question of facts whether or not the said patent of 8th July, 1845, was for the same invention which was intended to be secured by the patent of 27th December, 1828; that after a long and tedious trial, and the hearing of much testimony, the finding of the jury on said issue was in favor of the respondent; that this verdict was rendered at November term of the year 1849, of said term of the said circuit court, and that this respondent afterwards, and up to the month of October, 1850, through his solicitor in that case, made strenuous efforts to have the case on said bill brought to a final hearing; that during all this time this respondent, as defendant in that case, asserted and maintained openly and in unqualified terms, out of court, as well as in court, that the patent of 8th July, 1845, was a fraud upon the public, and that even the patent of 27th December, 1828, had been obtained for an improvement which was not the invention of William Woodworth, but which was really the discovery and invention of one Uri Emmons, to whom a patent had been granted on the 20th day of April, 1829, but whose invention, as respondent insisted and believed, was in fact prior in time to the alleged invention of said William Woodworth; that this respondent, as was very well known at the time to the now complainants, Joseph P. Shannon, Samuel Ready, and Hugh D. Gelston, had acquired a title to the Emmons patent, and had actually made known his intention to apply for a renewment of said Emmons patent; that prior to the 11th October, 1850, this respondent had been frequently approached with propositions for a settlement of the pending controversy, but this respondent at all times positively refused to recognize the Woodworth patent as a valid patent, and more especially refused to recognize the said patent of the 8th July, 1845, as valid for any purpose; that at all times this respondent upheld and maintained a validity of the Emmons patent, and the right of all persons to use planing machines, constructed agreeably to said patent, as long as said patent was not renewed, but which this respondent at that

time had hopes would be renewed by Congress; that in this attitude an agreement of *of* peace was made on the 11th October, 1850, between the complainants, Samuel Ready and Joseph P. Shannon, trading under the name and firm of J. P. Shannon & Co., of the first part, the complainant, Hugh D. Gelston of the second part, one Harford Loneland, of the third part, and this respondent, of the fourth part; and it will be found, on production of said agreement, that it does not recognize, in any way, the said patent of 8th July, 1845; that it does not expressly recognize the validity of the Emmons patent, and does provide for a share therein to each of the other parties to said agreement, in the event of its renewment by Congress; and further that this respondent is a party to said agreement, independently of any claim of title to run his machines under the Woodworth patent.

This respondent was well aware that in some districts the Woodworth patent had been maintained, and he treated with the other parties to said agreement, as assignees of the Woodworth patent of 27th December, 1829, as with persons having a color of title under said patent; but he treated on the basis of perfect equality, and they treated with him as having equal rights with any of them, so far as concerned the use of planing machines, although they very well knew that he claimed such rights independently of the Woodworth patent.

This respondent, further answering, says, that after the making of said agreement of the 11th October, 1850, misunderstandings arose as to the rights of parties thereto, under said agreement, which led to legal controversy. After a wearisome litigation, this controversy was ended by a compromise, greatly to the loss of this respondent. After this, an agreement was made, dated the 19th January, 1853, *and* Lapouraille and Maughlin and this respondent, the avowed object of which, and the end and object of which, as understood by this respondent, was to terminate the qualified connexion in business created by the said agreement of 11th October, 1850, so far as concerned the keeping of accounts of work done, &c., but not to alter the relation of parties in any way as to the several patents called the Woodworth patent and the Emmons patent; and if, by any construction of the said agreement of the 19th January, 1853, as written, this respondent is made to recognize the validity of the Woodworth patent, or to seem to acquire the right to run his planing machine under the Woodworth patent, as the foundation of his right to run the same, then, as he avers, the said agreement does not conform to the real agreement between the parties; and if the same was so written intentionally or knowingly on the part of any of the other parties thereto, then the said written agreement was a surprise and a fraud on this respondent, and ought not to be enforced against him for any purpose whatever. And this respondent respectfully suggests, that he is advised, and he respectfully insists, that the said agreement (if exhibit A, filed

with said bill is a true copy thereof) fully recognizes the validity of the Emmons patent, under the effect of which patent, as this respondent always contended, this respondent was entitled to run his planing machines; and he is further advised, that his right so to run his planing machines under the effect of the Emmons patent was not at all impaired by the concession of a right to him, by said other parties, to use machines under the Woodworth patent, provided his machines in principle and mode of operation are such as are within the Emmons patent, even if they should also be, in whole or in part, within the Woodworth patent.

And this respondent, further answering, says, that the machines by him used are in principle and mode of operation the same machine for which a patent was issued as aforesaid to said Uri Emmons; and that as said patent expired in the month of April, 1843, and has never been renewed, this respondent, as one of the public, has a full and undoubted right to use the said invention. And this respondent is advised, and he insists, that as the said complainants have affirmed the validity of said patent of said Emmons, and have encouraged its renewment by Congress, and have provided for a participation in the benefits thereof, in the event of such renewment, it is not competent for the said complainants now to deny the title of said Uri Emmons to the invention of the improvement secured by the said patent to him issued.

And this respondent, further answering, says that he has not, in fact, nor ever, as he is advised, by any unguarded statement in the said agreements referred to, or in either of them, acknowledged the validity of the patent of 8th July, 1855, which the complainants are seeking to uphold as the invention of said Woodworth; and he is advised, and he insists, that Congress has not extended the said Woodworth patent, as claimed in said patent of 8th July, 1845, nor authorized the issuing of the said patent; and that said patent of 8th July, 1845, is utterly void, and of no validity, so far at least as it professes to confer on the grantee therein named any right under the act of Congress of the 26th February, 1845.

And this respondent is advised, and he respectfully insists, that the said act of Congress extended the patent of the 27th day of December, 1828, granted to said William Woodworth, according to the description given in the schedule annexed to said patent of the 27th December, 1828, and not according to any description which should or might be given to the alleged invention of said William Woodworth by any other specification; and this respondent respectfully insists, that the subsequent procurement of another patent, radically different in principle and mode of operation from the invention described in the schedule annexed to the patent of 1828, was not only wholly unwarranted by said act of Congress, but was, moreover, an abrogation and disclaimer of all rights and benefits under this act.

And this respondent, further answering, says, that the invention

claimed in the schedule annexed to the patent of 8th July, 1845, is not the same invention which is claimed in the schedule annexed to the patent of 1828, but is other and different; that the surrender of the patent of 1828 was, ipso facto, a renunciation of all the benefit intended to be secured by the said act of Congress of 26th February, 1845. And this respondent files with this, his answer, a copy of the said patent granted to the said Uri Emmons, and which is marked J B No. 1. This respondent denies that he ever meant or intended to recognize the validity of the Woodworth patent, beyond the specifications annexed to the patent dated 27th December, 1828. Forasmuch as said William Woodworth was supposed to be the inventor of the particular improvement specified in said patent, and as the machines used by this defendant were no infringement of said patent; and forasmuch, moreover, as the act of Congress only extended said patent of 27th December, 1828, and the owners of said patent had surrendered the same, he was probably less careful than he would otherwise have been as to the phraseology of said agreements. But the respondent, further answering, says, that all of the said complainants knew that this respondent pronounced said Woodworth patent of 8th July, 1845, to be a gross fraud on the public; that this respondent had successfully resisted its establishment as a good and valid patent; and that this respondent at all times and on all occasions had expressed his unwillingness to recognize its validity.

And as to so much of said bill as relates to the proposed proceedings against said Henry Herring, this respondent states, that when, in 1846, proceedings were instituted by said Wilson and Wansworth, as hereinbefore stated, against this respondent, two other suits were also brought against said Henry Herring, and that after the first trial of the issues in the case then pending against this respondent, the said Henry Herring co-operated with this respondent in resisting the claims of said Wilson & Wadsworth; that afterwards, against the wish and without the approbation of this respondent, said Henry Herring entered into an arrangement with said Wilson and Wadsworth, or the persons who had succeeded to their rights, by which the said Henry Herring agreed to run under a license from the alleged owners of said alleged patent of 8th July, 1845; and that when, afterwards, said Herring, in disregard of his position which he had voluntarily taken as assignee, insisted and contended that the machines which he was using were not covered by the Woodworth patent, this respondent simply agreed to the fact that the machines which the said Herring was then using were the same machines which he was using when he took license as aforesaid. And this respondent most positively avers that he did not consent to affirm that the said machines of said Herring were infringements of the Woodworth patent, but that he positively and peremptorily refused to do so, as the complainants very well knew.

And as respects the complainants, Griffiss and Cate, this respondent, answering, says, that they frequently affirmed that the alleged invention of said Woodworth was not the invention claimed as his in the specification to said patent of the 8th July, 1845; that they had refused to obtain any license from said other complainants, and had openly professed their determination to run their machines independent of and regardless of said alleged right of said other complainants, as assignees of the said Woodworth patent; that when they obtained from this respondent the assignment of his, respondent's, interest in the said agreement, they spoke of the pretence of the other complainants to enjoin them, as they had always spoken with utter disparagement and contempt, and that they considered the said agreements as valuable, and only as valuable, as enabling them to run their machines in peace, without the harrassment of any suits or other legal proceedings at the instance of said complainants.

And as respects said complainants Griffiss and Cate, this respondent further answering, says that it is not true that the said Griffiss and Cate entered into said agreement for the purpose of acquiring a right to use planing machines, but that their only inducement was this, that they might run their machines in peace, and without the annoyance of suits from said other complainants or others.

And as respects the said complainants, Griffiss and Cate, this respondent, further answering says that they knew full well that this respondent intended to run the machines, the use of which by him is now complained of, in the same establishment in which the same had previously been run by this respondent, until this respondent could dispose of his said property.

And this respondent, further answering, says that he is advised that there is nothing in the said agreement between the said Griffiss and Cate and this respondent, which debars this despondent from using the machines now used by this respondent in the establishment now occupied by this respondent in Baltimore.

And he is further advised that, as the machines used by this respondent are not infringements of the Woodworth patent, but are such machines as every member of the community may *may* lawfully use, there is no ground of equity on which said complainants, Griffiss and Cate, can enjoin this respondent from using his said machines, any more than said other complainants can so enjoin this respondent.

This respondent admits that he is now using in his establishment the same machines which he was using at the time he entered into the contract with the said complainants, Griffiss and Cate, but he denies that the use of said machines is any infringement of the invention of said William Woodworth; this respondent affirming, as matter of fact, that the invention claimed in the specification of

the patent of the 8th July, 1845, is not the invention of said William Woodworth.

This respondent does not admit that the constructions of said agreements, referred to in said bill as set forth in said bill, are true constructions, and he respectfully submits to this honorable court the true construction and effect of each and every of said agreements.

This respondent denies that he is irresponsible, as in said bill is charged.

And this respondent denies all fraud charged in said bill; and as to all and every part of said bill not herein admitted to be true, he denies the same to be true.

And in answer to the several interrogatories to him propounded, this respondent, answering, says as follows:

1. In answer to the first interrogatory, he admits that he executed the agreement of which exhibit A purports to be a copy.

2. In answer to the second interrogatory, he says that there was an agreement between the partie on that behalf named in this answer and this respondent, dated on the 11th October, 1850; and he respectfully insists that the said complainants, as they have offered, shall produce the same as part of their bill of complaint.

3. In answer to the third interrogatory, he answers and says, that the suit at law and the bill in equity were not dismissed in consequence of said agreement; the said agreement, on the contrary, was a consequence of the virtual defeat of the parties complainants and plaintiffs in said suits in equity and at law. This respondent believed, and, far as it was possible to have knowledge of an event which had not transpired, this respondent knew that whenever said cases came to be heard and decided, that he would succeed.

It was at the instance of the other party, and not of this respondent, that said agreement was made.

4. In answer to the fourth interrogatory, he answers and says, that there was an agreement as to the prosecution of suits beyond what was expressed in said agreement, the construction and meaning and effect of which agreement this respondent submits to this honorable court. And this respondent gave assistance to counsel, as supposed in said interrogatory. When proposed to do so, this respondent has called upon the present solicitor of the complainants on several occasions, but he affirms, that he never at any time or in any way affirmed the validity of the Woodworth patent—more especially of the patent of 8th July, 1845.

5. In answer to the fifth interrogatory, he says, that he did see said counsel at the request of the other parties, in the matter of the suit against Henry Herring; but this respondent was no party to said suit, and when requested to do so, positively refused to make affidavit that said Herring was infringing the Woodworth patent.

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6. In answer to the sixth interrogatory, he answers in the negative.

7. In answer to the seventh interrogatory, he answers in the affirmative.

8. In answer to the eighth interrogatory, he says that he does not recollect what may have passed in relation to the matters enquired of in this interrogatory.

9. In answer to the ninth interrogatory, he answers in the affirmative.

10. In answer to the tenth interrogatory, he answers and says, that he used in his said establishment at the time enquired of three machines constructed agreeably to the Emmons patent. This respondent never considered them Woodworth machines. He now denies that they are infringements of the patent granted to said William Woodworth, or that they are infringements of the invention of said William Woodworth.

11. In answer to the eleventh interrogatory, he answes and says that he did use such machines.

12. In answer to the twelfth interrogatory, he answers in the affirmative.

13. In answer to the thirteenth interrogatory, he answers in the affirmative.

14. In answer to the fourteenth interrogatory, he says that he does not know what machines the said Griffiss and Cate may have had in use when said bill was filed. He presumes that they are machines which are used by the other complainants.

15. In answer to the fifteenth interrogatory, he answers and says, that he did apply to the said other complainants to permit Griffiss and Cate to run two machines, and which permission said Griffiss and Cate desired to obtain, not because they were willing to recognize the validity of the Woodworth patent, for they pronounced it a mere humbug, but because they could not procure machines from the builders; and as this respondent had then made up his mind not to run machines in connexion with said other complainants, the contract was made between this respondent and said Griffiss and Cate, as shown by the copy thereof.

And this respondent prays that no injunction may be granted in this case, inasmuch as the same would be productive of serious loss to this respondent, and would produce a total destruction of his business; that it is his intention, as is very well known to said Griffiss and Cate, and as he supposes also known to the other complainants, to sell out his property in Baltimore as soon as he can dispose of the same at a fair price; that he expects very soon to be able to effect such sale, and he hereby offers in the meantime to keep an account of all the planing done at his said establishment, until the final decision of this cause.

And he further prays that, in case this honorable court, upon any ground, shall award an injunction as prayed, that then a bond

may be required from the complainants in such ample security as will avail to the ultimate protection of this respondent from loss.

And this respondent, further answering, says, that the said Griffiss and Cate, in uniting with the other complaints in exhibiting the said bill, has acted most unjustifiably in now attempting to uphold the pretensions of the claimants under the patent of the 8th July, 1845, inasmuch as they very well knew that this respondent always affirmed that said patent was a gross fraud upon the public, and inasmuch as they themselves have always affirmed the same fact.

And this respondent further states, that, with the exception of the said agreement, said Herring, (which as he is informed was undefended by said Herring,) said complainants have utterly failed in every suit by them instituted in this district, both *a* law and in equity, and have, in fact, abandoned, when the time of trial approached, every case in which a defence was made.

And this respondent now states that there is no act of his life which he more sincerely deplores than the act of entering into the said agreement of 11th October, 1850, in which he impliedly admits the validity of the patent granted to William Woodworth on the 27th December, 1828. But he states that his admission only extended to the patent of 27th December, 1828, and did not extend to the fraudulent patent of 8th July, 1845; that this respondent entered into said agreement of 11th October, 1850, because he had been greatly harrassed by suits, and his business had been greatly injured, and he felt himself unable longer to contend, in an efficient manner, against the powerful combination which had been arrayed in favor of the patent of 8th July, 1845. But whilst this respondent was willing, under the actual circumstances, to acknowledge the Woodworth patent of 1828, he never did acknowledge in any way the fraudulent patent of 1845. He always considered it, as he now affirms it, to be a gross and abominable fraud. He has said so at all times, and to all persons. But whilst acknowledging the Woodworth patent of 1828, this respondent insisted, as a sine qua non, on the validity of the Emmons patent of April, 1829. He has always claimed, as he now claims, said patent to be good and valid.

It was the hope and expectation of this respondent, when he entered into said agreement of the 11th October, 1850, that he would be able to procure, by act of Congress, a renewment and extension of said patent. In this effort he has not as yet succeeded, and may not succeed hereafter.

But he claims the right to run the machines which he is now using under the right acquired by every citizen, from the expiration of said patent; and he avers as matter of fact that his machines are, as he at all times asserted that they were, "Emmons machines," as contradistinguished from the Woodworth machines.

And this respondent insists that his said machines are not Woodworth machines.

He denies that he is infringing the Woodworth patent of 1828; he denies that he is using the invention of William Woodworth; he denies that the patent of 8 July, 1845, is for the same invention for which the patent of 1828 was issued, or which was intended to be covered by said patent of 1828; he avers that said patent of 1828, except as extended by said act of Congress, has expired; he also states, as matter of fact, that after its extension, by act of Congress as aforesaid, the said patent of 1828 was surrendered by the parties owning the same at the time, and that the same had no existence as a valid or subsisting patent when such agreement of 19th January, 1853, was made. He avers as matter of fact that said patent of 8th July, 1845, was obtained by fraud and false suggestions, and that the improvement therein claimed was not the invention of the said William Woodworth. He also insists that said patent of 8th July, 1845, was not warranted, as to the added term of seven years, by the act of Congress already referred to, but was and is wholly void as to said added term of seven years.

All which matters and things this defendant is ready to aver, maintain, and prove, as this honorable court may direct; and he prays hence to be dismissed with his reasonable costs in this behalf most wrongfully sustained.

ISAAC BROWN.

Sworn to and subscribed before the undersigned U. S. commissioner for the district of Maryland, this 24th day of October, 1853.

JOHN HANAN.

Exhibit referred to in the answer.

Articles of agreement made and concluded this eleventh day of October, in the year of our Lord one thousand eight hundred and fifty, between Samuel Ready and Joseph P. Shannon, trading under the name and firm of J. P. Shannon & Co., of the first part, Hugh D. Gelston, of the second part, Hanford Loveland, of the third part, and Isaac Brown, of the fourth part, all of the city of Baltimore, in the State of Maryland:

Whereas the parties of the first, second, and third parts hereto claim, as assignees of J. G. Wilson, for the State of Maryland, east of the Blue Ridge of the Alleghany mountains, of the Woodworth patent of the 27th December, 1828, said patent being for a machine for planing plank, boards, &c., as by reference to the records of the Patent Office of the United States will more fully appear.

And whereas the party of the fourth part hereto, by contract with the administration of the late Uri Emmons, claims an interest in the patent obtained by the said Emmons for a planing machine on the 25th day of April, 1829, as by reference to the records of the aforesaid Patent Office will more fully appear.

And whereas also the parties of the four parts hereto deemed it

best for their respective interests to enter into the agreement hereinafter expressed: now, therefore, it is agreed and concluded by and between the four parties for themselves severally, and their several executors and administrators, as follows:

1st. The parties of the first, second, and third parts hereto, in consideration of the payment to them, by the party of the fourth part hereto, of the sum of one thousand dollars in six annual instalments of $166 66⅔, until the whole sum of one thousand dollars is paid, do hereby agree and covenant to and with the said party of the fourth part hereto, that they the said parties of the first, second, and third parts hereto, and their executors or administrators, will not run nor authorize to be run within the limits of the State of Maryland, east of the Blue Ridge aforesaid, more than twelve machines for planing, which said twelve planing machines are to be run in three mills; provided, however, that the parties of the first, second, and third parts hereto, may so unite their interests as to run eight or the whole twelve planing machines in one mill, if they deem it advisable so to do. And in consideration of the aforesaid agreement, the party hereto of the fourth part hereby agrees with the parties of the first, seeond, and third party hereto, that neither he nor his executors nor administrators, will run more than four planing machines in his mill; provided, however, that the said Brown may untie his interest with any or all of the parties hereto, so as to run when united in one mill the whole number of machines which the parties so united would be entitled to run in their several mills had they not become united.

2d. The party of the fourth part hereto hereby agrees with all the other parties hereto, that in the event of the renewment, extension, or revival of the aforesaid patent of Emmons, to divide with them the benefits which may accrue to him from the State of Maryland by virtue of such extension, &c., in the same rates as the parties hereto are interested under the agreement.

3d. The parties of the four parts hereto hereby mutually agree not to license or authorize to be run within the limits of the State of Maryland, east of the Blue Ridge, as aforesaid, any planing mills or planing machines without the written assent of each and every one of the four parties hereto—it being *their* intention of all the parties hereto that there shall not be run in the State of Maryland, as aforesaid, more than sixteen planing machines, as aforesaid, unless all the parties hereto assent in writing to the increase of said number.

4. The parties of the four parts hereto hereby mutually agree not to do any planing, tongueing, or grooving, on and after the 14th day of October, 1850, until the 27th day of December, 1856, except at the prices and on the terms and conditions following, to wit: (1st.) For planing the surface of all boards or plank, and dressing the edges in any way, and thereby bring the piece to a width, $600 per thousand feet, board measurement. (2.) For pla-

ning lumber on one side only, $3 per thousand feet, board measure. (3.) For planing lumber both sides, $5 per thousand feet, board measure, and if tongued and grooved, $9 per thousand. (4.) For dressing one or both edges of any lumber, without planing, $4 per thousand feet, board measure. Terms cash for all sums under $100. On all sums over one hundred dollars, a *a* discount of 5 p. c., or approved notes at 4 months.

5. The parties of the four parts hereto mutually agree that they will render a just and fair account each to the other, on the 2nd Monday of each and every month, of all the plank and boards at their respective mills, specifying particularly the different kinds thereof, the price charged therefor, and the persons by whom done, and the value of the planing, &c., done by each one of the four parties hereto, computing the value of said planing at the prices above agreed upon, which said account shall be verified by the oath of the party rendering the same, or by the oath of his or their book-keeper; and further, that they the four parties hereto and each of them, shall and will, on the 2d Monday of each and every month, pay over to Samuel Ready twenty-five per cent. on the value of the planing of each of said mills as per the account, to be rendered as aforesaid, which said payments shall be by him added together, and the aggregate amount thereof be by him divided into four equal parts, and each of the said four parties hereto shall be entitled to one equal part, viz, the said Ready and Shannon shall be entitled to one part, said Gelston to one part, said Loveland to one part, and said Brown to one part. But it is to be distinctly understood, that in case it should happen that any one or more of the parties hereto shall at the time of payment as aforesaid have done no work, he or they shall, nevertheless, be entitled to their one-fourth part as aforesaid.

6. The parties of the four parts hereto mutually agree, that *that* if any one of the four parties hereto shall violate this agreement, either by working at different prices or on different terms from those above agreed upon, the party or parties so violating shall pay for each and every such violation to the parties not so violating the sum of sixty dollars, to be recovered by suit brought before some magistrate of Baltimore city in the names of the parties hereto not violating against the parties so violating, and the decision of the magistrate shall be final.

7. The parties of the first, third, and fourth parts hereto hereby agree with the party of the second part hereto, that any planing, tongueing, or grooving done by the said Hugh D. Gelston, party of the second part hereto, for the firm of Gelston and Matthews, at a less price than the prices herein above agreed upon, shall not be considered as a violation of this agreement, but that the planing so done for said Gelston and Matthews shall be included in the account rendered by the said Hugh D. Gelston as aforesaid, and

that the value of said planing shall be computed at the prices above agreed upon, and one-fourth of said value shall be paid over by said Gelston to said Samuel Ready, to be by him divided as hereinbefore directed.

8. The four parties hereto hereby mutually agree that the prices for work above agreed upon shall not be changed, unless a majority of the four parties hereto shall consent to said change in writing, and further, that the terms of payment above agreed upon shall not be changed unless all the four parties hereto shall assent to such change in writing.

9. The parties of the first, second, and third parts hereby agree with the party of the fourth part hereto, that in the event of the planing, tongueing, and grooving of flooring being reduced by the parties hereto as aforesaid below the sum of three dollars thirty-seven and a-half cents, then and in that event the said Brown shall be released and absolved from the payment of any part of the aforesaid sum of one thousand dollars, which may then remain due and unpaid.

10. The party of the fourth part hereto agrees with the parties of the first, second, and third parts hereto, that in the event of legal proceedings being instituted by the said parties of the first, second, and third party hereto against persons violating their patented rights as aforesaid, that he, the said party of the fourth part, will pay one-fourth of the expenses incurred by them for such legal proceedings.

11. And the parties of the four parts hereto mutually agree with each other that they will not dispose of or transfer his or their interest in their said four mills, either directly or indirectly, either in whole or in part, to any person or persons who will not agree in all respects to comply with, keep, and maintain all the terms, agreements, and stipulations herein contained fully and faithfully, and who will not endorse upon this agreement, at the time of the purchase by him or them of said interest or interests, his or their entire willingness to keep and abide by all the terms of this agreement as fully and faithfully as if he or they had been one of the parties thereto.

12. The four parties hereto mutually agree that a majority of the parties of the four parts hereto may substitute any other person for the person designated in article 5th, to whom the payments are to be made as aforesaid.

To the true and faithful performance of all the foregoing agreements, except those for which penalties have been hereinbefore specially provided, the parties of the first, second, third, and fourth parts hereto do hereby bind himself and themselves, separately and severally, and not jointly, and their several heirs, executors, and administrators, each to other, his executors and administrators, in the sum of five hundred dollars, which sum is considered to be liquidated damages, and not as a penalty. In testimony whereof,

they have hereunto interchangeably set their hands and seals, the day and year first hereinbefore written.

SHANNON & READY, for firm, [SEAL.]
J. P. SHANNON, for self, [SEAL.]
SAMUEL READY, [SEAL.]
HUGH D. GELSTON, [SEAL.]
HANFORD LOVELAND, [SEAL.]
ISAAC BROWN. [SEAL.]

Signed, sealed, and delivered, in presence of—
H. GELSTON.

The undersigned, purchasers of the within-named Hanford Loveland, to run four machines, as herein specified, hereby certify their willingness to run the said machines, and carry on the business thereof under the terms, stipulations, and conditions hereinbefore specified, this 9th day of December, 1850, in presence of Wm. H. Young.

ALFRED P. LAPOURAILLE,
WILLIAM W. MAUGHLIN.

Afterwards, to wit, on the twenty-sixth day of October, in the year of our Lord one thousand eight hundred and fifty-three, the honorable William F. Giles, district judge, made and passed the the following order, to wit:

Order.

IN THE DISTRICT COURT OF THE UNITED STATES,
For the Maryland District.

In the matter of JOSEPH P. SHANNON and others
vs.
ISAAC BROWN.

The bill, answer, and exhibits in this cause having been read and considered, and the counsel of the respective parties heard in argument, it is thereupon, on the 26th day of October, in the 1853, ordered that the injunction prayed for in the said bill of complaint be issued as prayed, provided that before the issue thereof there shall be filed with the clerk of this court, with security to be approved by this court, a bond executed by the complainants in the penalty of ten thousand dollars with the usual condition.

WILLIAM F. GILES,
District Judge.

Afterwards, to wit, on the ninth day of December, in the year of Lord one thousand eight hundred and fifty-three, the honorable William F. Giles made and passed the following orders, to wit:

Order.

IN THE DISTRICT COURT OF THE UNITED STATES,
For the Maryland District.

In the matter of JOSEPH P. SHANNON and others
vs.
ISAAC BROWN.

The bill, answer, and exhibits in this cause having been read and considered, and the counsel for the respective parties in argument, it is thereupon, this 26th day of October, in the year 1853, ordered, that the injunction prayed for in the said bill of complaint be issued as prayed, provided that, before the issue thereof, there shall be filed with the clerk of this court, with security to be approved by this court, a bond executed by the complainants in the penalty of ten thousand dollars, with the usual condition.

WILLIAM F. GILES,
District Judge.

Order.

IN THE CIRCUIT COURT OF THE UNITED STATES,
For the Maryland District.

In the above matter.

The injunction ordered by the above order having ceased to have effect on the meeting of the circuit court of this district next succeeding the date thereof, and the motion for the same having been renewed before the circuit court, it is thereupon, this ninth day of December, in the year 1853, adjudged, ordered, and decreed that the injunction heretofore ordered, by the order of which the above is a copy, be issued as in said order directed, provided, that before the issue thereof there shall be filed with the clerk of this court the bond with security above provided for, and provided also that the defendant have leave to move to dissolve the said injunction at any time, upon giving five days notice thereof in writing to the complainants or their solicitor.

WILLIAM F. GILES.

Aftewards, to wit, on the fifteenth day of December, in the year of our Lord one thousand eight hundred and fifty-three, the said Joseph P. Shannon and others, filed in the circuit court here their bond, in form following, to wit:

Injunction bond.

Know all men by these presents, that we, Samuel Ready, Joseph

P. Shannon, Hugh D. Gelston, Thomas H. Matthews, Alfred P. Lapouraille, William W. Maughlin, John J. Griffiss, and Ammon Cate, and Henry James, are held and firmly bound unto Isaac Brown in the sum of ten thousand dollars ($10,000) current money of the United States, to which payment, well and truly to be made and done, we bind ourselves, and each of us, our and each of our heirs, executors, and administrators, jointly and severally, firmly by these presents. Sealed with our seals, dated this tenth day of December, in the year eighteen hundred and fifty-three.

Whereas, in a cause pending in the circuit court of the United States in and for the district of Maryland, and in which the above-named obligors, with the exception of the said Henry James, are complainants, and the said Isaac Brown is defendant, an injunction hath been ordered to be issued on the filing of this bond:

Now the condition of this obligation is such, that if the said complainants shall prosecute the said writ of injunction with effect, and satisfy and pay all damages and costs that may be occasioned by the issuing thereof to the said department, in the event of their failure so to do, and shall in all things obey such order as the said court may pass in the premises, then the above obligation to be void, else to be and remain in full force and effect.

SAMUEL READY, [SEAL.]
J. P. SHANNON, [SEAL.]
H. D. GELSTON, [SEAL.]
THOMAS H. MATTHEWS, [SEAL.]
ALFRED P. LAPOURAILLE, [SEAL.]
WILLIAM W. MAUGHLIN, [SEAL.]
J. J. GRIFFISS, [SEAL.]
A. CATE, [SEAL.]
HENRY JAMES. [SEAL.]

Signed, sealed, and delivered in presence of—
JNO. R. D. BEDFORD.

Bond approved 15 Dec'r, 1853.

WILLIAM F. GILES.

Whereupon, on the same day, injunction issued in the usual form.

Afterwards, to wit, on the thirtieth day of November, in the year of our Lord one thousand eight hundred and fifty-four, the parties aforesaid, by their solicitors aforesaid, filed in the circuit court here an agreement in the words following, to wit:

Agreement.

IN THE CIRCUIT COURT OF THE UNITED STATES,
In and for the Fourth Circuit.

JOSEPH P. SHANNON and others
vs.
ISAAC BROWN.

It is agreed that the paper herewith filed, marked X, is a true copy of an agreement entered into on the day of this date, between the parties thereto, and who are the same persons who are parties in this cause, and that the said agreement on the final hearing shall be considered as incorporated into the defendant's answer as an exhibit.

And it is further agreed, that the cause be submitted for final decree on bill and answer—all exhibits on both sides being admitted as if formally proved.

WM. SCHLEY,
For Defdt.
JNO. H. B. LATROBE,
For Compl'ts.

Nov. 30th, 1854.

Afterwards, to wit, on the first day of December, in the year of our Lord one thousand eight hundred and fifty-four, the circuit court here made and passed a final decree, in the words and of the tenor following, to wit:

Final decree.

IN THE CIRCUIT COURT OF THE U. S.,
For the Maryland District.

JOSEPH P. SHANNON and others
vs.
ISAAC BROWN.

November term, 1854.

This cause standing ready for hearing, and being submitted for final decree, on agreement of parties, filed therein the bill, answer, exhibits, and all other proceedings therein having been read and considered, it is thereupon, this first day of December, in the year eighteen hundred and fifty-four, by the authority of this court, adjudged, ordered, and decreed, that the injunction heretofore issued in this cause, upon the fifteenth day of December, in the year eighteen hundred and fifty-three, commanding and enjoining the said defendant, his agents, servants, and workmen, in and about the planing establishment, at the corner of Eden street and Eastern avenue, in the city of Baltimore, from using or permitting to be used by others the planing, and planing, tongueing, and grooving machines now being in the said establishment, be and the same is hereby made perpetual; and it is further ordered, that the defendant pay to the complainants his costs in this cause to be taxed by the clerk.

WILLIAM F. GILES.

From which said decree so as aforesaid passed the said Isaac Brown, by his solicitor, in open court here, prayed an appeal peal to the Supreme Court of the United States, to be held at the city of Washington, on the first Monday of December (instant,) and to him it is granted.

Thereupon, it is ordered by the court here that the record and proceedings aforesaid, with all things relating to the same, be transmitted to the said Supreme Court, and the same are hereby transmitted accordingly.

Appeal bond.

Know all men by these presents, that we, Isaac Brown, James Murray, and Henry R. Hazlehurst, are held and firmly bound unto Samuel Ready, Joseph P. Shannon, H. D. Gelston, Thomas H. Matthews, Alfred P. Lapouraille, William W. Maughlin, J. J. Griffiss, A. Cate, in the just and full sum of five hundred dollars, lawful money of the United States, to be paid to the said Samuel Ready, Joseph P. Shannon, H. D. Gelston, Thomas H. Matthews, Alfred P. Lapouraille, William W. Maughlin, J. J. Griffiss, A. Cate, their heirs, executors, administrators, or assigns, to which payment, well and truly to be made and done, we hereby bind ourselves, our heirs, executors, and administrators, jointly and severally, firmly by these presents. Sealed with our seals, and dated this twenty-seventh day of November, in the year of our Lord one thousand eight hundred and fifty-five.

Whereas, at a circuit court of the United States for the fourth circuit in and for the Maryland district, begun and held at the city of Baltimore on the first Monday in November, in the year of our Lord one thousand eight hundred and fifty-four, the said circuit court made and passed a decree in form following, to wit:

It is thereupon this first day of December, in the year eighteen hundred and fifty-four, by the authority of this court, adjudged, ordered, and decreed that the injunction heretofore issued in this cause upon the fifteenth day of December, in the year eighteen hundred and fifty-three, commanding and enjoining the said defendant, and his agents, servants, and workmen in and about the planing establishment, at the corner of Eden street and Eastern avenue, in the city of Baltimore, from using or permitting to be used by others the planing, and planing, tongueing, and grooving machines now being in the said establishment, be and the same is hereby made perpetual. And it is further ordered that the defendant pay to the complainants his costs in the case to be taxed by the clerk.

From which said decree so as aforesaid made and passed the said Isaac Brown, by his solicitor aforesaid, prayed an appeal to the Supreme Court of the United States, to be held at the city of Baltimore on the first Monday in December then next, and to him it